



H25974

GROUP POLICY FOR:

McLane Company, Inc.

**ALL HOURLY/DRIVERTEAMMATES
Group Long Term Disability Insurance**

Effective Date 1/1/2006

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STATE NOTICE

IMPORTANT NOTICE

AVISO IMPORTANTE

To obtain information or make a complaint:

Para obtener informacion o para someter una queja:

You may call Principal Life Insurance Company's toll-free telephone number for information or to make a complaint at:

Usted puede llamar al numero de telefono gratis de Principal Life Insurance Company para informacion o para someter una queja al:

1-800-245-1522

1-800-245-1522

You may also write to Principal Life Insurance Company at:

Usted tambien puede escribir a Principal Life Insurance Company:

Principal Life Insurance Company
Attn: Group Life and Health Division
711 High Street
Des Moines, Iowa 50392-0001

Principal Life Insurance Company
Attn: Group Life and Health Division
711 High Street
Des Moines, Iowa 50392-0001

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, cobeturas, derechos o quejas al:

1-800-252-3439

1-800-252-3439

You may write the Texas Department of Insurance:

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
FAX # (512) 475-1771

P.O. Box 149104
Austin, TX 78714-9104
FAX # (512) 475-1771

PREMIUM OR CLAIM DISPUTES:

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI)

Should you have a dispute concerning your premium or about a claim, you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

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PRINCIPAL LIFE INSURANCE COMPANY
(called The Principal in this Group Policy)
Des Moines, Iowa 50392-0001

This group insurance policy is issued to:

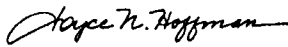
McLane Company, Inc.
(called the Policyholder in this Group Policy)

The Date of Issue is January 1, 2006.

In return for the Policyholder's application and payment of all premiums when due, The Principal agrees to provide:

LONG TERM DISABILITY INSURANCE

subject to the terms and conditions described in this Group Policy.


Senior Vice President and Corporate Secretary


President and Chief Executive Officer

THIS GROUP POLICY IS NOT A POLICY OF WORKERS' COMPENSATION INSURANCE. A PARTICIPATING EMPLOYER DOES NOT BECOME A SUBSCRIBER TO THE WORKERS' COMPENSATION SYSTEM BY PARTICIPATING UNDER THIS GROUP POLICY, AND IF THE EMPLOYER IS A NON-SUBSCRIBER, THE EMPLOYER LOSES THOSE BENEFITS WHICH WOULD OTHERWISE ACCRUE UNDER THE WORKERS' COMPENSATION LAWS. THE EMPLOYER MUST COMPLY WITH THE WORKERS' COMPENSATION LAW AS IT PERTAINS TO NON-SUBSCRIBERS AND THE REQUIRED NOTIFICATIONS THAT MUST BE FILED AND POSTED.

GROUP POLICY NO. GLT H25974
NON-PARTICIPATING
CONTRACT STATE OF ISSUE: TEXAS

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PART IA - LONG TERM DISABILITY INSURANCE SUMMARY

Minimum Hours Requirement	Hourly/Driver Teammates must be working at least 30 hours a week	
Member Contribution	Members are required to contribute the entire premium for their insurance under this Group Policy	
Elimination Period	180 days	
Own Occupation Period	One year	
Monthly Benefit	60% of the Member's Predisability Earnings to \$5,000.	
Minimum Monthly Benefit	The greater of 10% of the Member's Primary Monthly Benefit or \$100	
Plan Type	Member's Age on The Date Disability Begins	Months of the B e n e f i t Payment Period
Plan 1 2 Year Maximum Benefit Payment Period	Before age 69 69 and over	lesser of 2 Years or to Age 70 12 months
Plan 2 5 Year Maximum Benefit Payment Period	Before age 62 62 63 64 65 66 67 68 69 and over	lesser of 5 Years or to Age 65 42 months 36 months 30 months 24 months 21 months 18 months 15 months 12 months

Plan 3		
Social Security Normal Retirement Age		
Maximum Benefit Payment Period	Before age 65	greater of 36 Months or to Social Security Normal Retirement Age
	65-67	24 months
	68-69	18 months
	70-71	15 months
	72 and over	12 months
Rehabilitation Services and Benefits		
Rehabilitation Services	Included	
Predisability Intervention Services	Included	
Rehabilitation Incentive Benefit	5%	
Reasonable Accommodation Benefit	\$2,000	
Other Coverage Features		
Work Incentive Benefit	12 months	
Survivor Benefit	six times Primary Monthly Benefit	
NOTE:		
No premiums are required during a Long Term Disability Benefit Payment Period.		
Benefits may be reduced by other sources of income and disability earnings.		
Some disabilities may not be covered or may be limited under this insurance.		

This summary provides only highlights of this Group Policy. The entire Group Policy determines all rights, benefits, exclusions and limitations of the insurance described above.

PART I - DEFINITIONS

When used in this Group Policy, the terms listed below will mean:

Active Work; Actively at Work

A Member will be considered Actively at Work if he or she is able and available for active performance of all of his or her regular duties. Short term absence because of a regularly scheduled day off, holiday, vacation day, jury duty, funeral leave, or personal time off is considered Active Work provided the Member is able and available for active performance of all of his or her regular duties and was working the day immediately prior to the date of his or her absence.

Benefit Payment Period

The period of time during which benefits are payable.

Current Earnings

A Member's Monthly Earnings for each month that he or she is Disabled. While Disabled, a Member's Monthly Earnings may result from working for the Policyholder or a Participating Unit or any other employer.

Date of Issue

The date this Group Policy is placed in force: January 1, 2006

Dependent

Any person who qualifies for benefits as a dependent under the Federal Social Security Act as a result of the Member's Disability or retirement, whether or not residing in the Member's home.

Disability; Disabled

A Member will be considered Disabled if, solely and directly because of sickness, injury, or pregnancy:

During the Elimination Period and the Own Occupation Period, one of the following applies:

- a. The Member cannot perform the majority of the Substantial and Material Duties of his or her Own Occupation.
- b. The Member is performing the duties of his or her Own Occupation on a Modified Basis or any occupation and is unable to earn more than 80% of his or her Indexed Predisability Earnings.

After completing the Elimination Period and the Own Occupation Period, one of the following applies:

- a. The Member cannot perform the majority of the Substantial and Material Duties of any Gainful Occupation for which he or she is or may reasonably become qualified based on education, training, or experience.
- b. The Member is performing the Substantial and Material Duties of his or her Own Occupation or any occupation on a Modified Basis and is unable to earn more than 60% of his or her Indexed Predisability Earnings.

The loss of a professional or occupational license or certification does not, in itself, constitute a Disability.

Elimination Period

The period of time a Member must be Disabled before benefits begin to accrue. An Elimination Period starts on the date a Member is Disabled and must be satisfied for each period of Disability. A Member who is in the process of satisfying the Elimination Period may recover from the Disability for a period of time and then again become Disabled from the same or a different cause. A recovery will not require the Member to start a new Elimination Period as long as the Elimination Period is satisfied by the required number of days of Disability during a period that is twice as long as the Elimination Period. The periods of Disability will be combined to satisfy the Elimination Period.

Gainful Occupation

Employment in which the Member could reasonably be expected to earn an amount equal to or greater than the Primary Monthly Benefit.

Generally Accepted

Treatment, service, or medication that:

- a. has been accepted as the standard of practice according to the prevailing opinion among experts as shown by (or in) articles published in authoritative, peer-reviewed medical, and scientific literature; and
- b. is in general use in the medical community; and
- c. is not under continued scientific testing or research as a therapy for the particular sickness or injury which is the subject of the claim.

Group Policy

The policy of group insurance issued to the Policyholder by The Principal which describes benefits and provisions for insured Members.

Hospital

An institution that is licensed as a Hospital by the proper authority of the state in which it is located, but not including any institution, or part thereof, that is used primarily as a clinic, convalescent home, rest home, home for the aged, nursing home, custodial care facility, or training center.

Income Loss Percentage

A Member's Income Loss Percentage is equal to:

- a. the Member's Indexed Predisability Earnings less any Current Earnings from the Member's Own Occupation or any occupation; divided by
- b. the Member's Indexed Predisability Earnings.

Indexed Predisability Earnings

A Member's Predisability Earnings adjusted for increases in the Consumer Price Index.

Insurance Month

Calendar month.

Maximum Monthly Benefit

\$5,000

Member

Any HOURLY/DRIVER TEAMMATE who is a full-time employee of the Policyholder or a Participating Unit and who regularly works at least 30 hours a week. Work must be at the Policyholder's or a Participating Unit's usual place or places of business, at an alternative worksite at the direction of the Policyholder or a Participating Unit, or at another place to which the employee must travel to perform his or her regular duties. This excludes any person who is scheduled to work for the Policyholder or a Participating Unit on a seasonal, temporary, contracted, or part-time basis.

Mental Health Condition

Any condition which is:

- a. manifested by a psychiatric disturbance including, but not limited to, a biologically or chemically based disorder; and
- b. categorized in the current edition of the American Psychiatric Associations Diagnostic and Statistical Manual of Mental Disorders.

Conditions not considered a Mental Health Condition include:

- a. dementia; and
- b. organic brain syndrome; and
- c. delirium; and
- d. organic amnesia syndromes; and
- e. organic delusional or organic hallucinogenic syndromes.

Modified Basis

A Member will be considered working on a Modified Basis if he or she is working on either a part-time basis or performing some but not all of the Substantial and Material Duties of the occupation on a full-time basis.

Monthly Earnings (Applicable to Drivers)

Monthly Earnings means the Member's gross monthly income averaged over the lesser of:

- a. the prior year's 52 weeks or rolling 12 weeks as determined by the Policyholder's payroll policy;
- b. the number of weeks that the Member has been a driver, if the Member has been a driver for less than 12 or 52 weeks.

Monthly Earnings (Applicable to All Other Members)

On any date, a Member's basic monthly (or monthly equivalent) wage then in force, as established by the Policyholder or a Participating Unit. Basic wage does not include commissions, bonuses, tips, differential pay, housing and/or car allowance, or overtime pay. Basic wage does include any deferred earnings under a qualified deferred compensation plan such as contributions to Internal Revenue Code Section 401(k), 403(b), or 457 deferred compensation arrangements and any amount of voluntary earnings reduction under a qualified Section 125 Cafeteria Plan.

Other Income Sources (Deductible)

- a. All disability payments for the month that the Member and the Member's Dependents receive (or would have received if complete and timely application had been made) under the Federal Social Security Act, Railroad Retirement Act, or any similar act of any federal, state, provincial, municipal, or other governmental agency; and
- b. for a Member who has reached Social Security Normal Retirement Age or older, all retirement payments for the month that the Member and the Member's Dependents receive (or would have received if complete and timely application had been made)

under the Federal Social Security Act, Railroad Retirement Act, or any similar act of any federal, state, provincial, municipal, or other governmental agency; and

- c. for a Member who is less than Social Security Normal Retirement Age, all retirement payments for the month that the Member and the Member's Dependents receive under the Federal Social Security Act, Railroad Retirement Act, or any similar act of any federal, state, provincial, municipal, or other governmental agency; and
- d. all payments for the month that the Member receives from a permanent or temporary award or settlement under a Workers' Compensation Act, or other similar law, whether or not liability is admitted. Payments that are specifically set out in an award or settlement as medical benefits, rehabilitation benefits, income benefits for fatal injuries or income benefits for scheduled injuries involving loss or loss of use of specific body members will not be considered an Other Income Source; and
- e. all payments for the month that the Member receives (or would have received if complete and timely application had been made) under a policy that provides benefits for loss of time from work, if the Policyholder or a Participating Unit pays a part of the cost or makes payroll deductions for that coverage; and
- f. all payments for the month that the Member receives or is eligible to receive under another group disability insurance policy; and
- g. all payments for the month that the Member receives under any state disability plan; and
- h. all severance pay for the month that the Member receives from the Policyholder or a Participating Unit; and
- i. all retirement payments attributable to employer contributions and all disability payments attributable to employer contributions for the month that the Member receives under a pension plan sponsored by the Policyholder or a Participating Unit. A pension plan is a defined benefit plan or defined contribution plan providing disability or retirement benefits for Member. A pension plan does not include a profit sharing plan, a thrift savings plan, a nonqualified deferred compensation plan, a plan under Internal Revenue Code Section 401(k) or 457, an Individual Retirement Account (IRA), a Tax Deferred Sheltered Annuity (TSA) under Internal Revenue Code Section 403(b), a stock ownership plan, or a Keogh (HR-10) plan with respect to partners; and
- j. all payments for the month that the Member receives for loss of income under no-fault auto laws. Supplemental disability benefits purchased under a no-fault auto law will not be counted.

Other Income Sources (Non Deductible)

- a. If any severance pay or loss of time from work payments specified above are attributable to individual disability insurance policies, the payments will not be considered an Other Income Source.

- b. Any retirement payments the Member receives under the Federal Social Security Act or a pension plan which he or she had been receiving in addition to his or her Monthly Earnings prior to a claim for Disability, will not be considered an Other Income Source.
- c. Military or Veterans Administration disability or retirement payments will not be considered an Other Income Source.
- d. After the initial deduction for each of the Other Income Sources, benefits will not be further reduced due to any cost of living increases payable under the above stated sources.
- e. Withdrawal of pension plan benefits by a Member for the purpose of placing the benefits in a subsequent pension plan or a deferred compensation plan will not be considered an Other Income Source unless the Member withdraws pension benefits from the subsequent pension plan or defined compensation plan due to disability or retirement.

Own Occupation

The occupation the Member is routinely performing for the Policyholder or a Participating Unit when his or her Disability begins as performed in the national economy.

Own Occupation Period

The first one year(s) of the Benefit Payment Period.

Participating Unit

Any entity meeting the requirements outlined in PART II and PART V of this Group Policy.

Physician

- a. A licensed Doctor of Medicine (M.D.) or Osteopathy (D.O.); or
- b. any other licensed health care practitioner that state law requires be recognized as a Physician under this Group Policy.

The term Physician does not include the Member, an employee of the Member, a business or professional partner or associate of the Member, any person who has a financial affiliation or business interest with the Member, anyone related to the Member by blood or marriage, or anyone living in the Member's household.

Policy Anniversary

January 1, 2007, and the same day of each year.

Policyholder

The entity to whom this Group Policy is issued (see Title Page). The Policyholder is the agent of the Member for transactions related to this insurance. The actions of the Policyholder will not be considered actions of The Principal.

Predisability Earnings

A Member's Monthly Earnings in effect prior to the date Disability begins.

Primary Monthly Benefit

60% of the Member's Predisability Earnings. The Primary Monthly Benefit will not exceed the Maximum Monthly Benefit of \$5,000.

Prior Plan

The Group Long Term Disability coverage of either:

- a. the Policyholder or a Participating Unit; or
- b. a business entity which has been obtained by the Policyholder or a Participating Unit through a merger or acquisition;

for which this Group Policy is a replacement.

Proof of Good Health

Written evidence that a person is insurable under the underwriting standards of The Principal. This proof must be provided in a form satisfactory to The Principal.

Reasonable Accommodation

Changes in a Member's work environment or in the way a job is performed which allows the Member to perform the essential functions of that job.

Regular and Appropriate Care

A Member will be considered to be receiving Regular and Appropriate Care if he or she:

- a. is evaluated in person by a Physician; and
- b. receives treatment appropriate for the condition causing the Disability; and
- c. undergoes evaluations and treatment that is provided by a Physician whose specialty is appropriate for the condition causing the Disability; and
- d. undergoes evaluations and treatment at a frequency intended to return the Member to full-time work; and

- e. pursues reasonable treatment options or recommendations to achieve maximum medical improvement.

The Principal may require the Member to have his or her Physician provide a Written evaluation and treatment plan for the condition causing the Disability, which meets Generally Accepted medical standards and is satisfactory to The Principal.

The Principal may waive, in Writing to the Member, the Regular and Appropriate Care requirement if it is determined that continued care would be of no benefit to the Member.

Signed or Signature

Any symbol or method executed or adopted by a person with the present intention to authenticate a record, and which is on or transmitted by paper or electronic media, and which is consistent with applicable law and is agreed to by The Principal.

Social Security Normal Retirement Age (SSNRA)

Social Security Normal Retirement Age as defined by the Social Security Administration on the date Disabled.

<u>Year of Birth</u>	<u>Normal Retirement Age</u>
Before 1938	65
1938	65 and 2 months
1939	65 and 4 months
1940	65 and 6 months
1941	65 and 8 months
1942	65 and 10 months
1943 - 1954	66
1955	66 and 2 months
1956	66 and 4 months
1957	66 and 6 months
1958	66 and 8 months
1959	66 and 10 months
After 1959	67

Special Condition

Special Condition means:

- a. thoracic outlet syndrome; and
- b. headaches (including, but not limited to functional, migraine, organic, sinus, and tension); and
- c. chronic fatigue syndrome; and
- d. fibromyalgia; and

- e. temporomandibular joint (TMJ); and
- f. cumulative trauma disorder, overuse syndrome, or repetitive stress disorder including carpal tunnel syndrome and ulnar tunnel syndrome; and
- g. environmental allergies and Multiple Chemical Sensitivity (MCS).

Substantial and Material Duties

The essential tasks generally required by employers from those engaged in a particular occupation that cannot be modified or omitted.

Written or Writing

A record which is on or transmitted by paper or electronic media, and which is consistent with applicable law.

PART II - POLICY ADMINISTRATION

Section A

Contract

Article 1 - Entire Contract

This Group Policy, the current Certificate, the attached Policyholder application, and any Member applications make up the entire contract. The Principal is obligated only as provided in this Group Policy and is not bound by any trust or plan to which it is not a signatory party.

Article 2 - Policy Changes

Insurance under this Group Policy runs annually to the Policy Anniversary, unless sooner terminated. No agent, employee, or person other than an officer of The Principal has authority to change this Group Policy, and, to be effective, all such changes must be in Writing and Signed by an officer of The Principal.

The Principal reserves the right to change this Group Policy as follows:

- a. Any or all provisions of this Group Policy may be amended or changed at any time, including retroactive changes, to the extent necessary to meet the requirements of any law or any regulation issued by any governmental agency to which this Group Policy is subject.
- b. Any or all provisions of this Group Policy may be amended or changed at any time when The Principal determines that such amendment is required for consistent application of policy provisions.
- c. By Written agreement between The Principal and the Policyholder, this Group Policy may be amended or changed at any time as to any of its provisions.

Any change to this Group Policy, including, but not limited to, those in regard to coverage, benefits, and participation privileges, may be made without the consent of any Member.

Payment of premium beyond the effective date of the change constitutes the Policyholder's consent to the change.

Article 3 - Policyholder and Participating Unit(s) Eligibility Requirements

To be an eligible group and to remain an eligible group, the Policyholder and Participating

PART II - POLICY ADMINISTRATION

Unit(s) must:

- a. be actively engaged in business for profit within the meaning of the Internal Revenue Code, or be established as a legitimate nonprofit corporation within the meaning of the Internal Revenue Code; and
- b. maintain the following participation percentages with respect to eligible Members, excluding those for whom Proof of Good Health is not satisfactory to The Principal:
 - (1) 100% if the Member is to contribute no part of the premium; or
 - (2) 62 % if the Member is to contribute part or all of the premium; and
 - (3) have three or more insured employees.

Article 4 - Policy Incontestability

In the absence of fraud, after this Group Policy has been in force two years, The Principal may not contest its validity except for nonpayment of premium.

Article 5 - Individual Incontestability and Eligibility

All statements made by any individual insured under this Group Policy will be representations and not warranties.

In the absence of fraud, these statements may not be used to contest an insured person's insurance unless:

- a. the insurance has been in force for less than two years during the insured's lifetime; and
- b. the statement is in Written form Signed by the insured person; and
- c. a copy of the form which contains the statement is given to the insured or the insured's beneficiary at the time insurance is contested.

However, these provisions will not preclude the assertion at any time of defenses based upon the person's ineligibility for insurance under this Group Policy or upon the provisions of this Group Policy. In addition, if an individual's age is misstated, The Principal may at any time adjust premium and benefits to reflect the correct age.

The Principal may at any time terminate a Member's eligibility under this Group Policy in Writing and with 31-day notice:

- a. if the individual submits any claim that contains false or fraudulent elements under state or federal law;
- b. upon finding in a civil or criminal case that a Member has submitted claims that contain

PART II - POLICY ADMINISTRATION

false or fraudulent elements under state or federal law;

- c. when a Member has submitted a claim which, in good faith judgment and investigation, a Member knew or should have known, contains false or fraudulent elements under state or federal law.

Article 6 - Information to be Furnished

The Policyholder must, upon request, give The Principal all information needed to administer this Group Policy. If a clerical error is found in this information, The Principal may at any time adjust premium to reflect the facts. An error will not invalidate insurance that would otherwise be in force. Neither will an error continue insurance that would otherwise be terminated.

The Principal may inspect, at any reasonable time, all Policyholder and Participating Unit records which relate to this Group Policy.

Article 7 - Certificates

The Principal will give the Policyholder individual Certificates for delivery to insured Members. The delivery of such Certificates will be in either paper or electronic format. The individual Certificates will be evidence of insurance and will describe the basic features of the benefit plan. They will not be considered a part of this Group Policy.

Article 8 - Workers' Compensation Insurance Not Replaced

This Group Policy is not in place of and does not affect nor fulfill the requirements for Workers' Compensation Insurance.

Article 9 - Policy Interpretation

The Principal has complete discretion to construe or interpret the provisions of this group insurance policy, to determine eligibility for benefits, and to determine the type and extent of benefits, if any, to be provided. The decisions of The Principal in such matters shall be controlling, binding, and final as between The Principal and persons covered by this Group Policy, subject to the Claims Procedures in PART IV, Section Q of this Group Policy.

Article 10 - Electronic Transactions

Any transaction relating to this Group Policy may be conducted by electronic means if performance of the transaction is consistent with applicable state and federal law.

PART II - POLICY ADMINISTRATION

Any notice required by the provisions of this Group Policy given by electronic means will have the same force and effect as notice given in writing.

PART II - POLICY ADMINISTRATION

Section B

Premiums

Article 1 - Payment Responsibility; Due Dates; Grace Period

The Policyholder is responsible for payment of all premium due while this Group Policy is in force. Payments must be sent to the designated payment center for The Principal in Des Moines, Iowa.

The first premium is due on the Date of Issue of this Group Policy. Each premium thereafter will be due on the first of each Insurance Month. Except for the first premium, a Grace Period of 31 days will be allowed for payment of premium. "Grace Period" means the first 31-day period following a premium due date. The Group Policy will remain in force until the end of the Grace Period, unless the Group Policy has been terminated by notice as described in this PART II, Section C. The Policyholder will be liable for payment of the premium for the time this Group Policy remains in force during the Grace Period.

Article 2 - Premium Rates

The premium rate will be 0.45% of covered Monthly Earnings for each Member insured for Long Term Disability Insurance.

Article 3 - Premium Rate Changes

The Principal may change a premium rate on any of the following dates:

- a. on any premium due date, after the initial premium rate has then been in force three years or more and if Written notice is given to the Policyholder at least 61 days before the date of change. After the initial premium rate has been in force for three years, The Principal may change the premium rate on any due date if the rate has been in force for 12 months or more and if Written notice is given to the Policyholder at least 61 days before the date of change; or
- b. on any date the definition of Member is changed; or
- c. on any date that the Benefit Payable or class of insured Members is changed; or
- d. on any date a division, subsidiary, or affiliated company is added or terminated; or
- e. on any date the premium contribution required of Members is changed; or

PART II - POLICY ADMINISTRATION

- f. on any Policy Anniversary, if the total covered Monthly Earnings for then insured Members has increased or decreased by more than 25% since the last Policy Anniversary.

If the Policyholder agrees to participate in the electronic services program of The Principal and, at a later date elects to withdraw from participation, such withdrawal may result in certain administrative fees being charged to the Policyholder.

Article 4 - Premium Amount

The amount of premium to be paid on each due date will be the product of total covered Monthly Earnings for all Members then insured multiplied by the premium rate then in effect.

To ensure accurate premium calculations, the Policyholder is responsible for reporting to The Principal, the following information during the stated time periods:

- a. Members who are eligible to become insured are to be reported during the month prior to or during the month that coverage becomes effective.
- b. Members whose coverage has terminated are to be reported within a month of the date coverage terminated.
- c. Changes in Monthly Earnings are to be reported within a month of the date that the change in Monthly Earnings took place.
- d. Changes in Member insurance class are to be reported within a month of the date that the change in insurance class took place.

If a Member is added or a present Member's Primary Monthly Benefit amount changes or terminates on other than the first of an Insurance Month, premium for that Member will be adjusted and applied as if the change were to take place on the first of the next following Insurance Month.

Article 5 - Contributions from Members

Members are required to contribute the entire premium for their insurance under this Group Policy.

PART II - POLICY ADMINISTRATION

Section C

Policy Termination

Article 1 - Failure to Pay Premium

This Group Policy will terminate at the end of a Grace Period if total premium due has not been received by The Principal before the end of the Grace Period. Failure by the Policyholder to pay the premium within the Grace Period will be deemed notice by the Policyholder to The Principal to discontinue this Group Policy at the end of the Grace Period.

Article 2 - Termination Rights of the Policyholder

The Policyholder may terminate this Group Policy effective on the day before any premium due date by giving Written notice to The Principal prior to that premium due date. The Policyholder's issuance of a stop-payment order for any amounts used to pay premiums for the Policyholder's insurance will be considered Written notice from the Policyholder.

Article 3 - Termination Rights of The Principal

The Principal may nonrenew or terminate this Group Policy by giving the Policyholder 31 days advance notice in Writing, if the Policyholder:

- a. ceases to be actively engaged in business for profit within the meaning of the Internal Revenue Code, or be established as a legitimate nonprofit corporation within the meaning of the Internal Revenue Code; or
- b. fails to maintain the following participation percentages with respect to eligible employees, excluding those for whom Proof of Good Health is not satisfactory to The Principal:
 - (1) 100% if the Member is to contribute no part of the premium; or
 - (2) 62 % if the Member is to contribute part or all of the premium; or
- c. fails to maintain three or more insured employees under this Group Policy; or
- d. fails to pay premium in accordance with the requirements of PART II, Section B; or
- e. has performed an act or practice that constitutes fraud or has made an intentional misrepresentation of material fact under the terms of this Group Policy; or

PART II - POLICY ADMINISTRATION

- f. does not promptly provide The Principal with information that is reasonably required; or
- g. fails to perform any of its obligations that relate to this Group Policy.

The Principal may terminate the Policyholder's coverage on any premium due date if the Policyholder relocates to a state where this Group Policy is not marketed, by giving the Policyholder 31 days advanced notice in Writing.

Article 4 - Policyholder Responsibility to Members

If this Group Policy terminates for any reason, the Policyholder must:

- a. notify each Member of the effective date of the termination; and
- b. refund or otherwise account to each Member all contributions received or withheld from Members for premiums not actually paid to The Principal.

PART II - POLICY ADMINISTRATION

PART III - INDIVIDUAL REQUIREMENTS AND RIGHTS

Section A

Eligibility

Article 1 - Member Insurance

A person will be eligible for insurance on the later of:

- a. the Date of Issue of this Group Policy; or
- b. the first pay period following 90 days of service with the Policyholder or a Participating Unit as a Member.

Note: If a Member is rehired within 90 days of the Member's individual termination date, and the Member was eligible on their terminate date, they will be eligible on the Member's rehire date.

If a Member is rehired 90 days after the Member's individual termination date, the Member will be eligible on the first day of the pay period following 90 days of service.

Member

Any HOURLY/DRIVER TEAMMATE who is a full-time employee of the Policyholder or a Participating Unit, and who regularly works at least 30 hours a week. Work must be at the Policyholder's or a Participating Unit's usual place or places of business, at an alternative worksite at the direction of the Policyholder or a Participating Unit, or at another place to which the employee must travel to perform his or her regular duties. This excludes any person who is scheduled to work for the Policyholder or a Participating Unit on a seasonal, temporary, contracted, or part-time basis.

PART III - INDIVIDUAL REQUIREMENTS AND RIGHTS

Section B

Effective Dates

Article 1 - Actively at Work

A Member's effective date for Long Term Disability Insurance will be as explained in this section, if the Member is Actively at Work on that date. If the Member is not Actively at Work on the date insurance would otherwise be effective, such insurance will not be in force until the day of return to Active Work.

This Actively at Work requirement may be waived as described in Replacement of a Prior Plan in PART IV, Section O, Article 4 of this Group Policy.

Article 2 - Effective Date for Noncontributory Insurance

Unless Proof of Good Health is required (see Articles 4 and 5 below), insurance for which the Member contributes no part of premium will be in force on the date the Member is eligible.

Article 3 - Effective Date for Contributory Insurance

If a Member is to contribute a part of premium, insurance must be requested in a form provided by The Principal. Unless Proof of Good Health is required (see Articles 4 and 5 below), the requested insurance will be in force on:

- a. the date the Member is eligible, if the request is made on or before that date; or
- b. the first of the Insurance Month coinciding with or next following the date of the Member's request, if the request is made within 31 days after the date the Member is eligible.

If the request is made more than 31 days after the date the Member is eligible, Proof of Good Health will be required before insurance can be in force (see Articles 4 and 5 below).

Article 4 - Effective Date When Proof of Good Health is Required

Insurance for which Proof of Good Health is required will be in force on the later of:

- a. the date insurance would have been effective if Proof of Good Health had not been

PART III - INDIVIDUAL REQUIREMENTS AND RIGHTS

required; or

- b. the first of the Insurance Month coinciding with or next following the date Proof of Good Health is approved by The Principal.

Article 5 - Proof of Good Health Requirements

The type and form of required Proof of Good Health will be determined by The Principal. A Member must submit Proof of Good Health:

- a. If insurance for which a Member contributes a part of premium is requested more than 31 days after the date the Member is eligible.
- b. If a Member has failed to provide required Proof of Good Health or has been refused insurance under this Group Policy at any prior time.
- c. If a Member elects to terminate insurance and, more than 31 days later, requests to be insured again.
- d. If, on the date a Member becomes eligible, fewer than ten Members are insured.

If, on the date a Member becomes eligible for any increase or additional Benefit Payable amount, fewer than ten Members are insured.

Article 6 - Effective Date for Benefit Changes Due to a Change in Monthly Earnings

Unless Proof of Good Health is required (see Articles 4 and 5 above), a change in Benefit Payable amount because of a change in the Member's Monthly Earnings will normally be effective on the Policy Anniversary that next follows the date of change. However, if the Member is not Actively at Work on the date a Benefit Payable change would otherwise be effective, the Benefit Payable change will not be in force until the date the Member returns to Active Work.

Article 6A - Effective Date for Benefit Changes Due to a Change in Insurance Class

Unless Proof of Good Health is required (see Articles 4 and 5 above), a change in Benefit Payable amount because of a change in the Member's insurance class will normally be effective on the Policy Anniversary that next follows the date of change. However, if the Member is not Actively at Work on the date a Benefit Payable change would otherwise be effective, the Benefit Payable change will not be in force until the date the Member returns to Active Work.

PART III - INDIVIDUAL REQUIREMENTS AND RIGHTS

Article 7 - Effective Date for Benefit Changes - Change by Policy Amendment or Endorsement

Unless Proof of Good Health is required (see Articles 4 and 5 above), a change in the amount of a Member's Benefit Payable (as described in PART IV, Section B) by amendment or endorsement to this Group Policy will be effective on the date of change. However, if the Member is not Actively at Work on the date a Benefit Payable change would otherwise be effective, the Benefit Payable change will not be in force until the date the Member returns to Active Work.

Article 8 - Effective Date for Benefit Changes - Change in Benefits Made by The Principal

A change in the Member's Benefit Payable because of a change made by The Principal will normally be effective on the Policyholder's Policy Anniversary (or as otherwise determined by The Principal). However, if the Member is not Actively at Work on the date a Benefit Payable change would otherwise be effective, the Benefit Payable change will not be in force until the date the Member returns to Active Work.

PART III - INDIVIDUAL REQUIREMENTS AND RIGHTS

Section C

Member Termination, Continuation, and Reinstatement

Article 1 - Member Termination

A Member's insurance under this Group Policy will terminate on the earliest of:

- a. the date this Group Policy is terminated; or
- b. the date the last premium is paid for the Member's insurance; or
- c. any date desired, if requested by the Member before that date; or
- d. the date the Member ceases to be a Member as defined; or
- e. the date the Member ceases to be in a class for which Member Insurance is provided; or
- f. the date the Member ceases Active Work, except as provided by Articles 2, 3, 4, and 5 of this section.

Termination of insurance for any reason described above will not affect a Member's rights to benefits, if any, for a Disability that begins while the Member's insurance is in force under this Group Policy. A Member is considered to be continuously Disabled if he or she is Disabled from one condition and, while still Disabled from that condition, incurs another condition that causes Disability.

Article 2 - Member Continuation

A Member may qualify to have his or her insurance continued under one or more of the continuation articles below. If a Member qualifies for continuation under more than one article, the longest period of continuation will be applied, and all periods of continuation will run concurrently.

Article 3 - Member Continuation and Reinstatement - Sickness, Injury, or Pregnancy

If a Member ceases Active Work due to sickness, injury, or pregnancy, the Member's insurance can be continued subject to payment of premium, until the earliest of:

- a. the date insurance would otherwise terminate as provided in Article 1, items a. through

PART III - INDIVIDUAL REQUIREMENTS AND RIGHTS

- e. above; or
- b. the end of the Insurance Month in which the Member recovers; or
- c. the date 180 days after Active Work ends.

For a Member who establishes a Benefit Payment Period, his or her insurance will be reinstated if the Member returns to Active Work for the Policyholder or a Participating Unit within six months of the date the Benefit Payment Period ends. The Member's reinstated insurance will be in force on the date of return to Active Work.

For a Member who does not qualify to have a Benefit Payment Period begin, insurance will be reinstated if he or she returns to Active Work for the Policyholder or a Participating Unit within six months of the date insurance ceased. The Member's reinstated insurance will be in force on the date of return to Active Work.

Proof of Good Health will be required to place in force any Benefit Payable that would have been subject to Proof of Good Health had the Member remained continuously insured.

Article 4 - Member Continuation and Reinstatement - Layoff or Leave of Absence

If a Member ceases Active Work due to layoff or leave of absence, his or her insurance can be continued, subject to premium payment, until the earlier of:

- a. the date insurance would otherwise terminate as provided in Article 1, items a. through e. above; or
- b. for lay off, the end of the pay period in which Active Work ends; or
- c. for leave of absence, the date six months after Active Work ends.

A Member's insurance will be reinstated if he or she returns to Active Work for the Policyholder or a Participating Unit within six months of the date insurance ceased. The Member's reinstated insurance will be in force on the date of his or her return to Active Work.

A longer reinstatement period may be allowed for an approved leave of absence taken in accordance with the provisions of the federal law regarding Uniform Services Employment and Reemployment Rights Act of 1994 (USERRA).

Proof of Good Health will be required to place in force any Benefit Payable that would have been subject to Proof of Good Health had the Member remained continuously insured.

PART III - INDIVIDUAL REQUIREMENTS AND RIGHTS

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Article 5 - Member Continuation and Reinstatement - Family and Medical Leave Act (FMLA)

If a Member ceases Active Work due to an approved leave of absence under FMLA, the Policyholder or a Participating Unit may choose to continue the Member's insurance, subject to premium payment until the date 12 weeks after the end of the Insurance Month in which Active Work ends.

A Member's terminated insurance may be reinstated in accordance with the provisions of FMLA.

PART III - INDIVIDUAL REQUIREMENTS AND RIGHTS

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PART IV - BENEFITS

Section A

Benefit Qualification

Article 1 - Benefit Qualification

A Member will qualify for Disability benefits if all of the following apply:

- a. The Member is Disabled under the terms of this Group Policy.
- b. The Disability begins while he or she is insured under this Group Policy.
- c. The Disability is not subject to any Limitations listed in this PART IV, Section O.
- d. An Elimination Period of 180 days is completed.
- e. A Benefit Payment Period is established.
- f. The Member is under the Regular and Appropriate Care of a Physician.
- g. The claim requirements listed in this PART IV, Section Q are satisfied.

A Benefit Payment Period will be established on the latest of:

- a. the date the Member completes an Elimination Period; or
- b. the date six months before The Principal receives Written proof of the Member's Disability; or
- c. the day after the Member's Short Term Disability Benefit Payment Period ends.

NOTE: No premiums are required during a Long Term Disability Benefit Payment Period.

Disability; Disabled

A Member will be considered Disabled if, solely and directly because of sickness, injury, or pregnancy:

During the Elimination Period and the Own Occupation Period, one of the following applies:

PART IV - BENEFITS

- a. The Member cannot perform the majority of the Substantial and Material Duties of his or her Own Occupation.
- b. The Member is performing the duties of his or her Own Occupation on a Modified Basis or any occupation and is unable to earn more than 80% of his or her Indexed Predisability Earnings.

After completing the Elimination Period and the Own Occupation Period, one of the following applies:

- a. The Member cannot perform the majority of the Substantial and Material Duties of any Gainful Occupation for which he or she is or may reasonably become qualified based on education, training, or experience.
- b. The Member is performing the Substantial and Material Duties of his or her Own Occupation or any occupation on a Modified Basis and is unable to earn more than 60% of his or her Indexed Predisability Earnings.

The loss of a professional or occupational license or certification does not, in itself, constitute a Disability.

Elimination Period

The period of time a Member must be Disabled before benefits begin to accrue. An Elimination Period starts on the date a Member is Disabled and must be satisfied for each period of Disability. A Member who is in the process of satisfying the Elimination Period may recover from the Disability for a period of time and then again become Disabled from the same or a different cause. A recovery will not require the Member to start a new Elimination Period as long as the Elimination Period is satisfied by the required number of days of Disability during a period that is twice as long as the Elimination Period. The periods of Disability will be combined to satisfy the Elimination Period.

Own Occupation Period

The first one year(s) of the Benefit Payment Period.

Benefit Payment Period

The period of time during which benefits are payable.

Substantial and Material Duties

The essential tasks generally required by employers from those engaged in a particular occupation that cannot be modified or omitted.

PART IV - BENEFITS

Own Occupation

The occupation the Member is routinely performing for the Policyholder or a Participating Unit when his or her Disability begins as performed in the national economy.

Gainful Occupation

Employment in which the Member could reasonably be expected to earn an amount equal to or greater than the Primary Monthly Benefit.

Modified Basis

A Member will be considered working on a Modified Basis if he or she is working on either a part-time basis or performing some but not all of the Substantial and Material Duties of the occupation on a full-time basis.

PART IV - BENEFITS

Section B

Benefits Payable

Article 1 - If the Member is not working during a period of Disability

The Benefit Payable to a Member for each full month of a Benefit Payment Period will be the Member's Primary Monthly Benefit less Other Income Sources.

Article 2 - If the Member is working during a period of Disability

The work incentive Benefit Payable to a Member for each full month of a Benefit Payment Period will be:

- a. for the first 12 months, the lesser of:
 - (1) 100% of Indexed Predisability Earnings less Other Income Sources, less Current Earnings from his or her Own Occupation or any occupation; or
 - (2) the Primary Monthly Benefit less Other Income Sources; and
- b. thereafter, the Member's Primary Monthly Benefit less Other Income Sources, multiplied by the Member's Income Loss Percentage.

On each March 1, following the date the Member becomes Disabled, the Member's Predisability Earnings will be increased by the average rate of increase in the Consumer Price Index during the preceding calendar year, subject to an annual maximum of 10%.

If the Member has been Disabled for less than one year as of March 1, the amount of the increase will be multiplied by the ratio of:

- a. the number of completed months of Disability as of March 1;
- b. divided by 12 months.

Consumer Price Index means the U.S. City Average for Urban Consumers, All Items, as published in the Consumer Price Index by the United States Department of Labor for the preceding calendar year.

Primary Monthly Benefit

60% of the Member's Predisability Earnings. The Primary Monthly Benefit will not exceed the Maximum Monthly Benefit of \$5,000.

PART IV - BENEFITS

Predisability Earnings

A Member's Monthly Earnings in effect prior to the date Disability begins.

Indexed Predisability Earnings

A Member's Predisability Earnings adjusted for increases in the Consumer Price Index.

Income Loss Percentage

A Member's Income Loss Percentage is equal to:

- a. The Member's Indexed Predisability Earnings less any Current Earnings from the Member's Own Occupation or any occupation; divided by
- b. The Member's Indexed Predisability Earnings.

Current Earnings

A Member's Monthly Earnings for each month that he or she is Disabled. While Disabled, a Member's Monthly Earnings may result from working for the Policyholder or a Participating Unit or any other employer.

Monthly Earnings (Applicable to Drivers)

Monthly Earnings means the Member's gross monthly income averaged over the lesser of:

- a. the prior year's 52 weeks or rolling 12 weeks as determined by the Policyholder's payroll policy;
- b. the number of weeks that the Member has been a driver, if the member has been a driver for less than 12 or 52 weeks.

Monthly Earnings (Applicable to All Other Members)

On any date, a Member's basic monthly (or monthly equivalent) wage then in force, as established by the Policyholder or a Participating Unit. Basic wage does not include commissions, bonuses tips, differential pay, housing and/or car allowance, or overtime pay. Basic wage does include any deferred earnings under a qualified deferred compensation plan such as contributions to Internal Revenue Code Section 401(k), 403(b), or 457 deferred compensation arrangements and any amount of voluntary earnings reduction under a qualified Section 125 Cafeteria Plan.

Other Income Sources (Deductible)

PART IV - BENEFITS

- a. All disability payments for the month that the Member and the Member's Dependents receive (or would have received if complete and timely application had been made) under the Federal Social Security Act, Railroad Retirement Act, or any similar act of any federal, state, provincial, municipal, or other governmental agency; and
- b. for a Member who has reached Social Security Normal Retirement Age or older, all retirement payments for the month that the Member and the Member's Dependents receive (or would have received if complete and timely application had been made) under the Federal Social Security Act, Railroad Retirement Act, or any similar act of any federal, state, provincial, municipal, or other governmental agency; and
- c. for a Member who is less than Social Security Normal Retirement Age, all retirement payments for the month that the Member and the Member's Dependents receive under the Federal Social Security Act, Railroad Retirement Act, or any similar act of any federal, state, provincial, municipal, or other governmental agency; and
- d. all payments for the month that the Member receives from a permanent or temporary award or settlement under a Workers' Compensation Act, or other similar law, whether or not liability is admitted. Payments that are specifically set out in an award or settlement as medical benefits, rehabilitation benefits, income benefits for fatal injuries or income benefits for scheduled injuries involving loss or loss of use of specific body members will not be considered an Other Income Source; and
- e. all payments for the month that the Member receives (or would have received if complete and timely application had been made) under a policy that provides benefits for loss of time from work, if the Policyholder or a Participating Unit pays a part of the cost or makes payroll deductions for that coverage; and
- f. all payments for the month that the Member receives or is eligible to receive under another group disability insurance policy; and
- g. all payments for the month that the Member receives under any state disability plan; and
- h. all severance pay for the month that the Member receives from the Policyholder or a Participating Unit; and
- i. all retirement payments attributable to employer contributions and all disability payments attributable to employer contributions for the month that the Member receives under a pension plan sponsored by the Policyholder or a Participating Unit. A pension plan is a defined benefit plan or defined contribution plan providing disability or retirement benefits for employees. A pension plan does not include a profit sharing plan, a thrift savings plan, a nonqualified deferred compensation plan, a plan under Internal Revenue Code Section 401(k) or 457, an Individual Retirement Account (IRA), a Tax Deferred Sheltered Annuity (TSA) under Internal Revenue Code Section 403(b), a stock ownership plan, or a Keogh (HR-10) plan with respect to partners; and

PART IV - BENEFITS

- j. all payments for the month that the Member receives for loss of income under no-fault auto laws. Supplemental disability benefits purchased under a no-fault auto law will not be counted.

Other Income Sources (Non Deductible)

- a. If any severance pay or loss of time from work payments specified above are attributable to individual disability insurance policies, the payments will not be considered an Other Income Source.
- b. Any retirement payments the Member receives under the Federal Social Security Act or a pension plan which he or she had been receiving in addition to his or her Monthly Earnings prior to a claim for Disability, will not be considered an Other Income Source.
- c. Military or Veterans Administration disability or retirement payments will not be considered an Other Income Source.
- d. After the initial deduction for each of the Other Income Sources, benefits will not be further reduced due to any cost of living increases payable under the above stated sources.
- e. Withdrawal of pension plan benefits by a Member for the purpose of placing the benefits in a subsequent pension plan or a deferred compensation plan will not be considered an Other income Source unless the Member withdraws pension benefits from the subsequent pension plan or defined compensation plan due to disability or retirement.

Article 3 - Minimum Monthly Benefit

In no event will the monthly Benefit Payable be less than the greater of 10% of the Member's Primary Monthly Benefit or \$100 for each full month of a Benefit Payment Period, except that The Principal will have the right to reduce the Minimum Monthly Benefit by any prior benefit overpayment. The Benefit Payable for each day of any part of a Benefit Payment Period that is less than a full month will be the monthly benefit divided by 30.

PART IV - BENEFITS

Section C

Rehabilitation Services and Benefits

Article 1 - Rehabilitation Services and Benefits

While the Member is Disabled and covered under this Group Policy, he or she may qualify to participate in a rehabilitation plan and receive Rehabilitation Services and Benefits. The Principal will work with the Member, the employer, and the Member's Physician(s), and others as appropriate, to develop an individualized rehabilitation plan intended to assist the Member in returning to work.

Article 2 - Rehabilitation Services

While the Member is Disabled under the terms of the Group Policy, he or she may qualify for Rehabilitation Services. If the Member, the Policyholder and The Principal agree in Writing on a rehabilitation plan in advance, The Principal may pay a portion of reasonable expenses. The goal of the plan will be to return the Member to work.

Any rehabilitation assistance must be approved in advance by The Principal and outlined in a rehabilitation plan. The Benefit Payable as described in this PART IV, Section B, Articles 1 and 2, (subject to the terms and conditions of the section) will continue, unless modified by the rehabilitation plan. Rehabilitation assistance may include, but is not limited to:

- a. coordination of medical services;
- b. vocational and employment assessment;
- c. purchasing adaptive equipment;
- d. business/financial planning;
- e. retraining for a new occupation;
- f. education expenses.

The Principal will periodically review the rehabilitation plan and the Member's progress and The Principal will continue to pay for the agreed upon expenses as long as The Principal determines that the rehabilitation plan is providing the necessary action to return the Member to work.

PART IV - BENEFITS

Article 3 - Predisability Intervention Services

Rehabilitation Services may be offered to a Member who has not yet become Disabled under the terms of this Group Policy, provided the Member has a condition which has the potential of resulting in the inability to perform the Substantial and Material Duties of his or her Own Occupation.

Article 4 - Rehabilitation Incentive Benefit

During a Benefit Payment Period, if the Member is participating in and fulfilling the requirements of the rehabilitation plan, but is not yet working, he or she will be eligible for a 5% increase in the Primary Monthly Benefit percentage as a Rehabilitation Incentive Benefit. Payment of the Rehabilitation Incentive Benefit will begin with the Benefit Payable amount that next follows implementation of the rehabilitation plan. The Rehabilitation Incentive Benefit is not subject to the Maximum Monthly Benefit.

The Rehabilitation Incentive Benefit will terminate on the earliest of:

- a. the date the time frame established in the rehabilitation plan has elapsed; or
- b. the date the Member fails to meet the goals and objectives established in the rehabilitation plan; or
- c. the date the Member has received a total of 12 months of Rehabilitation Incentive Benefits; or
- d. the date benefits would otherwise terminate as provided in this PART IV, Section M, Article 1.

Article 5 - Reasonable Accommodation Benefit

a. Eligibility

An employer or the Member may be eligible for a Reasonable Accommodation Benefit provided the Member would be able to return to work with Reasonable Accommodation of the work environment. This benefit must be approved by The Principal in Writing prior to implementation.

b. Benefit

The Principal will reimburse an employer or the Member for expenses incurred to modify the workplace to allow the Member to return to work, up to the actual expense, not to exceed \$2,000 per Benefit Payment Period. Expenses may include the cost of

PART IV - BENEFITS

tools, equipment, furniture, or any other changes to the worksite or environment that The Principal agrees will allow the Member to return to work. Any payment made for Reasonable Accommodation would be the difference between the cost and the amount paid or payable by third parties (including any amount paid under a policy of medical coverage).

Reasonable Accommodation

Changes in a Member's work environment or in the way a job is performed which allows the Member to perform the essential functions of that job.

PART IV - BENEFITS

Section E

Survivor Benefit and Accelerated Survivor Benefit

Article 1 - Survivor Benefit

In the event a Benefit Payment Period ends because of the Member's death, a Survivor Benefit will be payable. This Survivor Benefit will be six times the Member's Primary Monthly Benefit.

The Principal will pay the Survivor Benefit to a Member's spouse, child, parent, or estate as described in this PART IV, Section Q, Claim Procedures.

Article 2 - Accelerated Survivor Benefit

a. Definition of Terminally Ill

A Member will be considered Terminally Ill under this article of this Group Policy if he or she is expected to die within 12 months of the date he or she requests payment of the Accelerated Survivor Benefit.

b. Eligibility

The Principal will pay the Member an Accelerated Survivor Benefit if he or she requests such payment and meets the following requirements. The Member must:

- (1) satisfy the Benefit Qualifications listed in this PART IV, Section A; and
- (2) provide proof that he or she is Terminally Ill by submitting to The Principal:
 - a. a statement from the Member's Physician; and
 - b. any other medical information that The Principal believes necessary to confirm the Member's status; and
- (3) be living on the date of payment of the Accelerated Survivor Benefit.

c. Benefit

If the Member qualifies, The Principal will pay an Accelerated Survivor Benefit. This benefit will be equal to six times the Member's Primary Monthly Benefit and will be paid to the Member in a single lump sum. This benefit is paid in addition to the Member's regular Benefit Payable.

d. Effect on Survivor Benefit

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If an Accelerated Survivor Benefit is paid, no Survivor Benefit will be payable.

PART IV - BENEFITS

Section K

Monthly Payment Limit

Article 1 - Monthly Payment Limit

In no event will the sum of amounts payable for:

- a. Benefits Payable under this PART IV, Section B, Article(s) 1 and 2;
- b. Rehabilitation Incentive Benefit;
- c. income from Other Income Sources;
- d. Current Earnings from the Member's Own Occupation or any occupation;
- e. sick pay;
- f. salary continuance payments;
- g. personal time off;
- h. payments attributable to individual disability insurance policies;

exceed 100% of Predisability Earnings. If the Member is eligible for benefits under this PART IV, Section B, Article 2, the Monthly Payment Limit will be increased to 100% of Indexed Predisability Earnings for the first 12 months.

In the event the Member's total income from all sources listed above exceeds 100% of Predisability Earnings, the benefits under this Group Policy will be reduced by the amount in excess of 100% of Predisability Earnings.

PART IV - BENEFITS

Section M**Benefit Payment Period and Recurring Disability****Article 1 - Benefit Payment Period**

For Teammates Electing **Plan 1**:

Benefits are payable:

- a. if Disability begins before age 69, until the earlier of the date 24 months after the Benefit Payment Period starts for one continuous Disability or for a Recurring Disability, or the date the Member attains age 70 (except the Benefit Payment Period will not be less than 12 months); or
- b. if Disability begins at or after age 69, until the date 12 months after the Benefit Payment Period begins.

For Teammates Electing **Plan 2**:

Benefits are payable:

- a. if Disability begins before age 62, until the earlier of the date five years after the Benefit Payment Period starts for one continuous Disability or Recurring Disability, or the date the Member attains age 65 (except that the Benefit Payment Period will not be less than 42 months); or
- b. if Disability begins at or after age 62, until the date of completion of the number of months shown below after the Benefit Payment Period begins.

<u>Member's Age on the Date Disability Begins</u>	<u>Months of the Benefit Payment Period (Beginning with the date the Benefit Payment Period begins)</u>
62	42
63	36
64	30
65	24
66	21
67	18
68	15
69 and over	12

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For Teammates Electing **Plan 3**:

Benefits are payable:

- a. if Disability begins before age 65, until the later of the date 36 months after the Benefit Payment Period begins, or the date the Member attains Social Security Normal Retirement Age; or
- b. if Disability begins at or after age 65, until the later of the date of Social Security Normal Retirement Age, or the date of completion of the number of months shown below after the Benefit Payment Period begins.

<u>Member's Age on the Date Disability Begins</u>	<u>Months of the Benefit Payment Period (Beginning with the date the Benefit Payment Period begins)</u>
65-67	24
68-69	18
70-71	15
72 and over	12

However, in no event, will benefits continue beyond:

- a. the date of the Member's death; or
- b. the date Disability ends, unless a Recurring Disability exists as explained in this section; or
- c. the date the Member fails to provide any required proof of Disability; or
- d. the date the Member fails to submit to any required medical examination or evaluation as provided in this PART IV, Section Q, Article 13; or
- e. the date the Member fails to report any required Current Earnings information; or
- f. the date the Member fails to report income from Other Income Sources; or
- g. the date ten days after receipt of notice from The Principal if the Member fails to pursue Social Security Benefits or benefits under a Workers' Compensation Act or similar law as outlined in this PART IV, Section Q, Article(s) 8 and 9; or
- h. if Disability results from alcohol, drug or chemical abuse, dependency, or addiction, a Mental Health Condition or a Special Condition, the date 24 months after the Benefit Payment Period begins; or

PART IV - BENEFITS

- i. the date the Member ceases to be under the Regular and Appropriate Care of a Physician.

Article 2 - Recurring Disability

A Recurring Disability will exist under this Group Policy if:

- a. after completing an Elimination Period and during a Benefit Payment Period, a Member ceases to be Disabled; and
- b. the Member then returns to Active Work; and
- c. while insured under this Group Policy, but before completing six continuous months of Active Work, the Member is again Disabled; and
- d. the current Disability and the Disability for which the Elimination Period was completed result from the same or a related cause.

A Recurring Disability will be treated as if the initial Disability had not ended, except that no benefits will be payable for the time between Disabilities. The Member will not be required to complete a new Elimination Period. Benefits will be payable from the first day of each Recurring Disability, but only for the remainder, if any, of the Benefit Payment Period established for the initial Disability.

PART IV - BENEFITS

Section N

Treatment of Alcohol, Drug or Chemical Abuse, Dependency, or Addiction, a Mental Health Condition, or a Special Condition

Article 1 - Treatment of Alcohol, Drug or Chemical Abuse, Dependency, or Addiction, a Mental Health Condition or a Special Condition

The Member's period of Disability will be considered due to alcohol, drug or chemical abuse, dependency, or addiction, a Mental Health Condition or a Special Condition if:

- a. the Member is limited by one or more of the stated conditions; and
- b. the Member does not have other conditions which, in the absence of the above stated conditions, would continue to exist, limit activities and lead The Principal to conclude that the Member is Disabled for another condition in and of itself.

When Disability results from alcohol, drug or chemical abuse, dependency, or addiction, a Mental Health Condition or a Special Condition, a Member's maximum number of Benefits Payable for all such periods of Disability is limited to 24 months. This is not a separate maximum for each such condition, or for each period of Disability, but a combined lifetime maximum for all periods of Disability and for all of these conditions, either separate or combined.

However, if at the end of that 24 months, the Member is confined in a Hospital or other facility qualified to provide necessary care and treatment for alcohol, drug or chemical abuse, dependency, or addiction, a Mental Health Condition or a Special Condition, then the Benefit Payment Period may be extended to include the time during which the Member remains confined.

Benefits will be payable for the length of the confinement and for up to 60 days following the end of the confinement. If the Member is Hospital confined again during the 60-day period for at least ten consecutive days, benefits will be payable for the length of the second confinement and for up to 60 days following the end of the second confinement.

PART IV - BENEFITS

Section O

Limitations

Article 1 - Limitations

No benefits will be paid for any Disability that:

- a. results from willful self-injury, while sane or insane; or
- b. results from war or act of war; or
- c. results from participation in an assault or felony; or
- d. is a new Disability that begins after a prior Benefit Payment Period has ended and the Member has not returned to Active Work; or
- e. is a continuation of a Disability for which a Benefit Payment Period has ended and the Member has not returned to Active Work (except as provided for a Recurring Disability in this PART IV, Section M, Article 2); or
- f. is caused by, a complication of, or resulting from a Preexisting Condition as described in this Group Policy.

Article 2 - Preexisting Conditions Exclusion for Initial Coverage

A Preexisting Condition is any sickness or injury, including all related conditions and complications, or pregnancy, for which a Member:

- a. received medical treatment, consultation, care, or services; or
- b. was prescribed or took prescription medications;

in the three month period before he or she became insured under the Group Policy.

No benefits will be paid for a Disability that results from a Preexisting Condition unless, on the date the Member becomes Disabled, he or she has been Actively at Work for one full day after completing 12 consecutive months during which the Member was insured under the Group Policy.

Article 3 - Preexisting Conditions Exclusion for Benefit Increases

PART IV - BENEFITS

A Preexisting Condition is any sickness or injury, including all related conditions and complications, or pregnancy, for which a Member:

- a. received medical treatment, consultation, care, or services; or
- b. was prescribed or took prescription medications;

in the three month period prior to an increase in benefits or change in the Group Policy, including increases in benefits due to a change in Monthly Earnings of 25% or greater.

The benefits and the Group Policy provisions in force immediately prior to the increase or change will be payable for the duration of a Disability that:

- a. results from a Preexisting Condition; and
- b. begins within 12 months after the effective date of the increase in benefits or change in the Group Policy provisions.

Article 4 - Replacement of a Prior Plan

a. Applicability

When insurance under this Group Policy replaces coverage under a Prior Plan, this article may apply to a Member who is eligible and enrolled under this Group Policy, and:

- (1) is not Actively at Work when his or her coverage would otherwise become effective; or
- (2) becomes Disabled due to a Preexisting Condition.

b. Benefit Eligibility

A Member will qualify for the benefit provided by this article if all of the following apply:

- (1) The Member had Long Term Disability coverage under a Prior Plan, which terminated on the date immediately preceding the date the Member became eligible under this Group Policy.
- (2) The Member is not receiving any benefits under the Prior Plan but would have been entitled to benefits had the Prior Plan remained in force.
- (3) No provision other than the Actively at Work or the Preexisting Condition provision(s) would prohibit benefits being paid to the Member under this Group Policy.

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c. Benefits Payable

The benefits payable, if any, under this article, will be the lesser of the benefits of this Group Policy or the benefits that would have been paid under the Prior Plan had it remained in force. No benefits will be paid for:

- (1) any Disability that occurs before the Date of Issue of this Group Policy; or
- (2) any Disability for which benefits would have been paid under the Prior Plan in the absence of this section.

Prior Plan

The Group Long Term Disability coverage of either:

- a. the Policyholder or a Participating Unit; or
- b. a business entity which has been obtained by the Policyholder or a Participating Unit through a merger or acquisition;

for which this Group Policy is a replacement.

PART IV - BENEFITS

Section Q

Claim Procedures

Article 1 - Notice of Claim

Notice must be sent to The Principal by or for a Member who wishes to file claim for benefits under this Group Policy. This notice must be sent within three months after the date of loss for which claim is being made. Failure to give notice within the time specified will not invalidate or reduce any claim if notice is given as soon as reasonably possible.

Article 2 - Claim Forms

The Principal, when it receives notice of claim, will provide appropriate claim forms for filing proof of Disability. If the forms are not provided within 15 days after The Principal receives notice of claim, the person will be considered to have complied with the requirements of the Group Policy regarding proof of Disability upon submitting, within the time specified below for filing proof of Disability, Written proof covering the occurrence, character, and extent of the loss.

Article 3 - Proof of Disability

Written proof that Disability exists and has been continuous must be sent to The Principal within six months after the date a Member completes an Elimination Period. Proof required includes the date, nature, and extent of loss. Further proof that Disability has not ended must be sent when requested by The Principal. The Principal may request additional information to substantiate loss or require a Signed unaltered authorization to obtain that information from the provider. The Principal reserves the right to determine when these conditions are met. Failure to comply with the request of The Principal could result in declination of the claim. For purposes of satisfying the claims processing timing requirements of the Employee Retirement Income Security Act (ERISA), receipt of claim will be considered to be met when the Elimination Period has been completed and the appropriate claim form is received by The Principal.

Article 4 - Proof of Disability while outside the United States

If during a period of Disability, the Member is residing or staying outside the United States, the following will apply:

- a. Any evidence the Member submits for his or her claim will be required to be translated by the U.S. Embassy and contain the U.S. Embassy seal.

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- b. The Member may be required to return to the United States at a frequency The Principal deems necessary to substantiate his or her claim for Disability. All expenses incurred by the Member for returning to the United States will be his or her responsibility.
- c. The Member must notify The Principal in advance of any return to the United States and his or her change of address.

Failure to comply with the request of The Principal could result in declination of the claim. For purposes of satisfying the claims processing timing requirements of the Employee Retirement Income Security Act (ERISA), receipt of claim will be considered to be met when the Elimination Period has been completed and the appropriate claim form is received by The Principal.

Article 5 - Payment, Denial, and Review

ERISA permits up to 45 days from receipt of claim for processing the claim. If a claim cannot be processed due to incomplete information, The Principal will send a Written explanation prior to the expiration of the 45 days. The claimant is then allowed up to 45 days to provide all additional information requested. The Principal is permitted two 30-day extensions for processing an incomplete claim. Written notification will be sent to the claimant regarding the extension.

State law requires that all benefits payable under the Group Policy must be payable not more than 60 days after receipt of proof of loss.

In actual practice, benefits under this Group Policy will be payable sooner, provided The Principal received complete and proper proof of Disability. Further, if a claim is not payable or cannot be processed, The Principal will submit a detailed explanation of the basis for its denial.

A claimant may request an appeal of a claim denial by Written request to The Principal within 180 days of receipt of notice of the denial. The Principal will make a full and fair review of the claim. The Principal may require additional information to make the review. The Principal will notify the claimant in Writing of the appeal decision within 45 days after receipt of the appeal request. If the appeal cannot be processed within the 45-day period because The Principal did not receive the requested additional information, The Principal is permitted a 45-day extension for the review. Written notification will be sent to the claimant regarding the extension. After exhaustion of the formal appeal process, the claimant may request an additional appeal. However, this appeal is voluntary and does not need to be filed before asserting rights to legal action.

For purposes of this section, "claimant" means Member.

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Article 6 - Report of Payments from Other Income Sources

When asked, a Member must give The Principal:

- a. a report of all payments from Other Income Sources; and
- b. proof of application for all such income for which the Member and the Member's Dependents are eligible; and
- c. proof that any application for such income has been rejected.

Article 7 - Lump Sum Payments from Other Income Sources

If any income from Other Income Sources are payable in a lump sum (except as described below), the lump sum will be deemed to be paid in monthly amounts prorated over the time stated. If no such time is stated, the lump sum will be prorated monthly over the expected life span of the Member. The Principal will determine the expected life span.

Lump Sum Payments under:

- a. a retirement plan will be deemed to be paid in the monthly amount which:
 - (1) is provided by the standard annuity option under the plan as identified by the Policyholder; or
 - (2) is prorated under a standard annuity table over the expected life span of the Member (if the plan does not have a standard annuity option);
- b. a Workers' Compensation Act or other similar law (which includes benefits paid under an award or a settlement) will be deemed to be paid monthly:
 - (1) at the rate stated in the award or settlement; or
 - (2) at the rate paid prior to the lump sum (if no rate is stated in the award or settlement); or
 - (3) at the maximum rate set by the law (if no rate is stated and the Member did not receive a periodic award).

Article 8 - Social Security Estimates

Until exact amounts are known, The Principal may estimate the Social Security benefits for which a Member and his or her Dependents are eligible and may include those estimates in the Member's Other Income Sources.

If it is reasonable that the Member would be entitled to disability benefits under the Federal

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Social Security Act, The Principal will require that the Member:

- a. apply for disability benefits within ten days after receipt of Written notice from The Principal requesting the Member to apply for such benefits; and
- b. give satisfactory proof within 30 days after receipt of Written notice from The Principal that the Member has applied for these benefits within the ten-day period; and
- c. request reconsideration of the application for Social Security benefits if the original application is denied, and appeal any denial or reconsideration if an appeal appears reasonable.

Article 9 - Workers' Compensation Estimates

Until exact amounts are known, The Principal may estimate the Workers' Compensation benefits for which a Member is eligible and may include those estimates in the Member's Other Income Sources.

If it is reasonable that the Member would be entitled to benefits under a Workers' Compensation Act or a similar law, The Principal will require that the Member:

- a. apply for benefits within ten days after receipt of Written notice from The Principal requesting the Member to apply for such benefits; and
- b. give satisfactory proof within 30 days after receipt of Written notice from The Principal that the Member has applied for these benefits within the ten-day period.

Article 10 - Payments for Less Than a Full Month

The Benefit Payable for each day of any part of a Benefit Payment Period that is less than a full month will be the monthly benefit divided by 30.

Article 11 - Right to Recover Overpayments

If an overpayment of benefits occurs under this Group Policy, The Principal will have the option to:

- a. reduce or withhold any future benefits The Principal determines to be due, including the Minimum Monthly Benefit; or
- b. recover the overpayment directly from the Member; or

PART IV - BENEFITS

- c. take any other legal action.

Article 12 - Facility of Payment

Benefits under this Group Policy will be payable at the end of each month of a Benefit Payment Period, provided complete and proper proof of Disability has been received by The Principal.

The Principal reserves the right to offer a lump sum payment in lieu of continued monthly payments where liability has been established for a Benefit Payment Period if the Member and The Principal agree.

Any unpaid balance that remains after a Benefit Payment Period ceases will be immediately payable.

The Principal will normally pay benefits directly to the Member. However, in the special instances listed below, payment will be as indicated. All payments so made will discharge The Principal to the full extent of those payments.

- a. If payment amounts remain due upon a Member's death, those amounts may, at the option of The Principal, be paid to the Member's spouse, child, parent, or estate.
- b. If The Principal believes a person is not legally able to give a valid receipt for a benefit payment, and no guardian has been appointed, The Principal may pay whoever has assumed the care and support of the person. Any payment due a minor will be at the rate of not more than \$200 a month.

Article 13 - Medical Examinations and Evaluations

The Principal may require a Member to be examined by a Physician, or undergo an evaluation, at reasonable intervals, during the course of a claim. The Principal will pay for these examinations and evaluations and will choose the Physician or evaluator to perform them. Failure to attend a medical examination or cooperate with the Physician may be cause for suspension or denial of the Member's benefits. Failure to attend an evaluation or to cooperate with the evaluator may also be cause for suspension or denial of the Member's benefits. If the Member fails to attend an examination or an evaluation, any charges incurred for not attending an appointment as scheduled may be his or her responsibility.

Article 14 - Legal Action

Legal action to recover benefits under this Group Policy may not be started earlier than 90 days after required proof of Disability has been filed and before the appeal procedures have

PART IV - BENEFITS

been exhausted. Further, no legal action may be started later than three years after that proof is required to be filed.

Article 15 - Time Limits

Any time limits listed in this section will be adjusted as required by law.

PART IV - BENEFITS

PART V - PARTICIPATING UNIT PROVISIONS

Section A - Eligible Participating Unit

Any entity that is an affiliate or subsidiary of the Policyholder may become a Participating Unit under this Group Policy, provided such affiliate or subsidiary is related to the Policyholder through common control or ownership.

Section B - Participating Unit

A Participating Unit is any entity listed in this PART V, Section F, on the Date of Issue of this Group Policy or so listed later by amendment or endorsement to this Group Policy; or identified to this Group Policy by The Principal.

The Participating Unit must:

- a. apply for coverage under this Group Policy; and
- b. pay all premiums required for insurance on its eligible Members and maintain the contribution level as described in PART II, Section A;
- c. fulfill the employee participation requirements as described in PART II, Section A.

An entity will become a Participating Unit on:

- a. the Date of Issue of this Group Policy, if eligible on that date; or
- b. the date the entity is eligible to become a Participating Unit, if after the Date of Issue of this Group Policy.

Section C - Member Insurance

Insurance eligibility dates, effective dates, and termination dates for a Participating Unit's Members will be determined as outlined in PART III of this Group Policy.

Section D - Administration

Each Participating Unit will be bound by the terms of this Group Policy. A Participating Unit may not change or terminate this Group Policy.

Section E - Termination

An entity will cease to be a Participating Unit on the earliest of:

- a. the date it is no longer an Eligible Participating Unit; or
- b. the date it suspends business, or is dissolved, or is merged; or
- c. the date it is removed from the Group Policy by amendment or endorsement.

All insurance for a Participating Unit's Members will terminate on the date the entity ceases to be a Participating Unit. The rights of all such Members will be determined as if the Group Policy had terminated on that date. The Participating Unit must advise all Members of the date of termination. The Participating Unit must refund or otherwise account for all Member contributions not used to pay premiums.

Section F - List of Participating Units

A list of Participating Units covered under this Group Policy will be kept on file at the office of McLane Company, Inc., and a copy will be provided to The Principal upon request.

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Principal Life Insurance Company
Des Moines, Iowa 50392-0002

AR 65



Principal Life Insurance Company
Des Moines, Iowa 50392-0002

AR 66